

Dear Industry Partners,

Please see within these pages the major sections H, L & M (Draft) for the BAISS Request for Proposal (RFP). We believe this encompasses the 95% solution for the final RFP. Key areas still yet to be reviewed is adding an evaluation factor for small business primes (Service Disabled Veteran Owned Small Businesses) to provide a plan on how other small businesses will be utilized (a new requirement for small businesses that is similar to sub-contracting plan). Additionally, attention will be made to let SDVOSB primes aware that 50% of the cost of labor on this contract must be borne by the SDVOSB prime or other SDVOSB sub-contractors per 52.219-14 and 52.219-27. Also, more language and certifications will be added concerning Organizational Conflict of Interest (OCI). Another update to this RFP will be forthcoming soon. I encourage you all to review the document and provide your questions and comments to me at the following email address:

Ronnell.booker@forscom.army.mil

Be sure to include in the subject line “**Comments on BAISS H,L&M**”. Due to the large number of responses anticipated, messages without this in the subject line may potentially be ignored. Maximum input and feedback from industry is desired.

Remember....

All data contained herein is for information purposes only, and is subject to change. In the event of discrepancy between the information shown on this document and the actual solicitation documents, the actual solicitation documents and amendments thereto shall govern

Section H - Special Contract Requirements

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H-1. GENERAL:

The BAISS Contract is a Performance-based service acquisition that employs a Multiple Award Indefinite Delivery, Indefinite Quantity arrangement with a 5-year ordering period. The contract provides contractor support for the implementation of BRAC guidance and staff augmentation for units that are relocated as a result of BRAC. The contract provides requirements that fall into two primary categories: Mission Support (Staff Augmentation) and Implementation Support (BRAC Implementation). The contract will yield a minimum of four IDIQ awards and a maximum of seven IDIQ awards. This contract is a 100% set-aside for Service Disabled Veteran-Owned Small Business. The collective ceiling for all contracts awarded is \$464 M for the five-year ordering period. Competition for task orders under this multiple award contract is defined in FAR 16.505(b) and the provisions of fair opportunity at the task order (TO) level will be followed.

H-2. CONTRACT MANAGEMENT:

The Army Contracting Agency – Southern Region (ACA-SR), Southern Region Contracting Center –East (SRCC-E) is the contracting activity for the BAISS contract. As the contracting activity for BAISS, the SRCC-E will centrally manage the basic contract, and may delegate authority on a case-by-case basis, to non-ACA agencies for use by other military services to solicit, award and administer task orders pursuant to the H.3, Ordering, below.

The BAISS Procuring Contracting Officer (hereafter referred to as the PCO) has the ultimate responsibility for administration of the basic IDIQ contract. Task order will be awarded and administered by Task Order Contracting Officers (hereafter referred to as the TO Contracting Officer (TOCO)).

H-3. ORDERING:

a. Authority to Place Task order:

All Task Orders under this contract will be awarded by SRCC-East to all ACA customers. Ordering will be decentralized and ordering authority is delegated to other ordering offices within the Army Contracting Agency.

The TO Contracting Officer(s) shall follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 216.505-70, Orders for Services under Multiple Award Contracts, and local guidance to the extent that it does not conflict with these requirements.

b. Types Of Orders: The types of orders that are authorized for use under this IDIQ contract will permit utilization of primarily Firm Fixed Price contracts. Cost re-imbursable task orders are not allowed.

Most task orders will be solicited, negotiated, and awarded as bilateral orders. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task order on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a “not to exceed” ceiling amount provided by the contractor in the task order.

c. Fair Opportunity: In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Task Order Contracting Officer will give all awardees a “fair opportunity” to be considered for each order, unless one of the conditions set forth therein apply. In accordance with FAR 16.5 and DFARS 16.505-70, when an exception to the fair opportunity exists, the task order may be processed as sole source procurement,

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including documentation of the exception to fair opportunity. Unaffected IDIQ holders need not be notified of the action.

d. Task Order Review and Approval Procedures: The Principal Assistant Responsible for Contracting (PARC), Army Contracting Agency-Southern Region (ACA-SR) provides contract review, approval, and oversight for all contracts and task order prepared by all ordering offices that fall within the ACA-SR's area of responsibility. The PARC reserves the right to review and approve all task order at or above \$5 million awarded at installation level, and \$10 million at the ACA Center level. The review and approval procedures will be established in a Southern Region Implementation Memorandum (SRIM) and published on the SRCC-E and AKO websites.

e. Unauthorized Work: The Contractor is not authorized to commence task order performance without a signed task order or direction by a Task Order Contracting Officer. Notwithstanding any of the other provisions of this contract, a Task Order Contracting Officer shall be the only individual on behalf of the Government to:

- Accept nonconforming work;
- Waive any requirement of this contract; or,
- Modify any term or condition of this contract.

f. Task Order Funding: No unfunded tasks are authorized. Funding shall be authorized at the task order level and shall be the type deemed appropriate for the services to be acquired.

g. Security Requirements: Contractors shall conform to all security requirements as specified in each task order and as detailed in the DD Form 254 included with the task order. Internet site <http://www.classmgmt.com> contains a complete booklet with instructions on how to prepare and submit a DD Form 254 to obtain security clearances of Secret or higher. If a security clearance is required, interim coverage may be obtained from the Department of Defense. Surveillance of DD 254 requirements will be executed at the task order level.

h. Task order Request for Response (TORs) or similar requests, will be used by the Government when requesting responses to requirements. Oral request may be levied when the requirements are urgent. The TOR will include submission requirements evaluation criteria and other information specific to the requirement.

H-4. TASK ORDER PRICING:

a. Labor: Labor shall be priced in accordance with the negotiated fully burdened labor rates set forth in response to Price Matrix (Section J, Attachment), regardless of contract type used. Profit and fee for each labor hour quoted/billed is included in the fully burdened labor rates.

(i) To aid in the development of prices quoted in response to task order, the labor rates set forth in the Attachment are presented in terms of "CAP" rates. The "CAP" rates represent the highest rates that will be authorized to be paid/reimbursed under this contract for Labor Hour contracts at the task order level. Additionally, the "CAP" rates will be used as another means available to the Task Order Contracting Officer to ascertain whether prices on Firm-Fixed-Price orders are fair and reasonable.

(ii) Labor rates quoted at the task order level may include discounts from the CAP rates that consider the nature, location, size and duration of the task order.

b. Travel: Reimbursement for travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance of task orders under this contract. Official travel of contractor personnel away from their duty station that was not identified in the negotiated task order shall not be undertaken unless advance written approval has been obtained from the Task Order Contracting Officer or COR. See FAR 31.205-46 for additional information regarding travel costs. Invitational Travel Orders will NOT be issued by the Government for Contractor travel. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable. Indirect rates commensurate with the firm's disclosure statement/accounting practices are authorized for

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reimbursement. **Fee or profit on travel expenses is not an allowable reimbursement.** The following regulations will apply:

(i) Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (i) and (ii) above.

Travel will not be reimbursed for travel within a 50-mile radius of the place of performance stated in the task order.

c. **Other Direct Costs (ODCs):** Materials, supplies and other direct costs are not authorized under this contract.

H-5. **PRICING MATRIX:**

The Pricing Matrix included at Section J, Attachment 1, sets forth the representative labor categories that shall be quoted and the maximum rates that may be paid/reimbursed under this contract inclusive of options if exercised. These rates are inclusive of prime labor, subcontract labor, overhead and other burdens, fee and profit used on all contracts regardless of type. Changes to the pricing matrix may be requested on an annual basis to reflect changes in the wage determinations used to establish the CAP rates, and additions/deletions of labor categories. **Additional labor categories may be added at the Task Order level.** Requests to add additional labor categories should be commensurate with the pricing methodology employed to establish the rates awarded with the basic contract.

H-6. **CHANGES IN TEAM MEMBERS/SUBCONTRACTORS:**

A partial basis for award of this IDIQ is the composition of the team members (companies) proposed. The contractor may not add any team members to the contractor's team without prior authorization to do so. When subcontractors are approved, their services shall be provided within the labor categories and at no more than the labor rates included in Section J, Attachment . The contractor shall advise the PCO of team member deletions as they occur.

Contractors are permitted to add team members as required to meet the unique requirements of task order being competed by individual ordering offices. These actions are viewed as single events. The Task Order Contracting Officer is responsible for implementing the requirements of FAR 52.244-2, Alternate I, when the addition is at the task order level and the contractor does not have an approved purchasing system. Changes to team composition that impact more than one task order shall be executed at the prime contract (vice task order) level. Request to modify team composition may be submitted to the PCO at anytime.

H-7. **IDIQ OMBUDSMAN:** The Task Order Contracting Officer should be the first point of contact for industry seeking resolution of issues. The IDIQ ombudsman required by FAR 16.505(b)(5) is the ACA-SR Special Competition Advocate. This individual is also the Task Order Ombudsman. The ombudsman represents an impartial authority outside of the task order-contracting agency and has ultimate authority to review and adjudicate issues regarding task order awards under this contract. Telephone number for requests for information, or questions from the IDIQ Ombudsman is 404-464-2040, DSN 367.

H-8. **CONTRACTOR ADVISORY AND ASSISTANCE SERVICES (CAAS):** Mission Support and Implementation Support requirements under BAISS can be categorized as CAAS and therefore the contract must

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comply with FAR 16.505 (c)(1), which requires the ordering period and all task orders against the BAISS contract to not exceed 5 years. Services within the definition of CAAS require internal review and approval prior to submission to the ordering office to acquire CASS services. Task areas in this contract include services that may fall within the definition of CAAS in FAR 2.101 and DFARS 237.201. (Click here for details: <http://farsite.hill.af.mil/VFDFARA.HTM>.) It is the responsibility of the requiring activity to provide the proper funds and the approvals identified in FAR 37.204, and AR 5-14, click here for details: <http://www-tradoc.army.mil/dcsrm/ar5-14.pdf#search='army%20regulation%20514'>

H-9 **SECTION 508 COMPLIANCE STATEMENT:** All electronic and information technology (EIT) procured through Statement of Work/Bill of Materials and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.accessboard.gov/sec508/508standards.htm> - Part 1194.

H-10. **GOVERNMENT PROPERTY:**

It is anticipated that for some tasks, Government Furnished Equipment (GFE) will be specified in the individual task order (at the discretion of the Government) with specified delivery dates and in specified condition. Such equipment shall be returned to the Government upon the conclusion of the task order. Office automation equipment to perform routine office tasks is considered contractor supplied.

Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the Contractor for use during the performance of the task as specified in the task order (at the discretion of the Government) with specified delivery dates. These documents shall be returned to the Government upon conclusion of the task order.

H-11. **INSURANCE SCHEDULE (IAW FAR 28.310(a)):**

In accordance with clause 52.228-5, "Insurance--Work on a Government Installation" incorporated in Section I herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract. The Contractor shall maintain the following types of insurance and coverage listed below:

Insurance Types and Minimum Amounts

- Workmen's compensation insurance as required by law of the State.
- Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- Property damage liability with a limit of not less than \$100,000 for each accident.
- Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

In accordance with clause 52.228-7, "Insurance—Liability to Third Persons, " incorporated in Section H herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract. The Contractor shall maintain the following types of insurance and coverage listed below:

Insurance Types and Minimum Amounts

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- Comprehensive general liability; \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- Automotive Insurance; \$200,000 for each person and \$500,000 for each accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- Standard Workmen's Compensation and Employers Liability Insurance (or where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance- 52.228-3 and 4) in the minimum amount of \$100,000. (c.) Regarding clause 52.228-8, "Liability and Insurance —Leased Motor Vehicles," incorporated in Section H herein, the Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance to specifically include liability assumed by the Contractor under this contract for \$200,000 for each person and \$500,000 for death or bodily injury and \$20,000 per occurrence for property damage or loss. Comprehensive form of policy is required.

H-12 UNCOMPENSATED OVERTIME: (See Section L, FAR 52.237-10, "Identification of Uncompensated Overtime"). The Contractor shall complete the following as applicable and consistent with his established cost accounting system. The Contractor shall provide his uncompensated overtime plan with his proposal (see proposal submission requirement for the price proposal) and shall update the plan as required. (Note, this requirement shall flow down to subcontractor proposing uncompensated overtime). The initial plan and updated plans (of both prime and subcontractors) shall be incorporated into the relevant contract by reference.

a. The following proposed compensated hours and uncompensated overtime hours will be delivered under this contract:

<u>CONTRACT</u> <u>PERIOD</u>	<u>LABOR</u> <u>CATEGORY</u>	<u>COMP</u> <u>HOURS</u>	<u>UN-COMP</u> <u>HOURS</u>	<u>UN-COMP</u> <u>RATE</u>
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b. The Contractor shall indicate on each invoice and on each monthly cost report the total number of hours provided during the period covered and shall separately identify compensated hours and uncompensated overtime hours by labor category. Contractors proposing uncompensated overtime agree that while individual invoices or monthly reports may vary in terms of compensated time and uncompensated overtime, final reconciliation of the uncompensated overtime hours will be predicated upon the ratio of compensated and uncompensated hours proposed and the hours delivered and accepted. Task/Delivery Order (on the final provisional billing invoice) that result in delivery of less than the "promised" uncompensated overtime hours will be downwardly adjusted to meet the negotiated compensated/uncompensated hours ratio.

c. The accounting system of the contractor proposing uncompensated overtime must be acceptable to the Defense Contract Audit Agency and the Contracting Officer. All hours shall be burdened and included in the baseline for the allocation of general and administrative and overhead expenses.

H-13. ORGANIZATIONAL CONFLICT OF INTEREST (OCI):

a. Definitions:

"Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, Teaming Arrangements, and other business enterprises.

The term "contractor" as used in this clause, includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, any person, firm, or corporation in or as

to which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the contractor, those of any corporation which has a majority or controlling interest in the contractor, and those of any corporation in which the contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

"Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

b. Impact on Future Agency Contracts and Task Orders:

The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help the Contracting Officer apply general guidance to individual contract and task order situations:

Unequal access to information. Access to "nonpublic information" as part of the performance of a task order provided under the contract or work performed under a separate government contract could provide the contractor a competitive advantage in a later competition. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan. Alternatively, the "nonpublic information" may be provided to all vendors.

Biased ground rules. A contractor in the course of performance under a task order contract has in some fashion established important "ground rules" for another requirement, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the contractor may have been in a position to establish important ground rules, including but not limited to those described herein, the contractor should be required to submit and negotiate an acceptable mitigation plan.

Impaired objectivity. A contractor in the course of performance of a task order or contract is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the government could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

In order to prevent a future OCI resulting from potential bias, unfair competitive advantage, or impaired objectivity, the Contractor shall be subject to the following restrictions:

(1) The Contractor shall be excluded from competition for, or award of any government contracts as to which, in the course of performance of this contract, the Contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(2) The Contractor shall be excluded from competition for, or award of any government contract for which the contractor actually assists in the development of the screening information request (SIR), specifications or statements of work.

(3) The Contractor shall be excluded from competition for or award of any government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the Contractor under this contract or resulting task orders.

(4) The Contractor shall be excluded from competition for, or award of any government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract or resulting task order.

This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for award for any future contract for work that is the same or similar to work performed under this contract.

The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder.

If any provision of this clause excludes the Contractor from competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

c. Affirmative Duties and Responsibilities for Government Contractors:

The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph a. above. The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest at the contract level it shall make immediate and full disclosure in writing to the BAISS Contracting Officer. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the BAISS Contracting Officer in making a determination on this matter.

The Contractor, upon identification of a potential conflict, shall submit requests to participate in the task order for written approval on a task order-by-task order basis, unless the Contractor is aware of multiple task orders that may create the appearance of a conflict, or be an actual conflict. In the case of the later, the contractor shall notify the BAISS Contracting Officer as soon as the conflicts/apparent conflicts have been identified. This provision shall be in effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for three years thereafter.

The contractor shall permit a Government audit of internal OCI mitigation procedures for verification purposes. The Government reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the Government.

The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

The Contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or

supplemental agreement, and for three years thereafter. When the provisions of this clause are included in a subcontract, the term "Contracting Officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the PCO for approval.

d. Compliance: Compliance with this OCI requirements is a material obligation of this contract. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract. If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default. For breach of any of the restrictions contained herein, or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the Contracting Officer may choose to terminate this contract for convenience of the Government, when such termination is deemed to be in the best interest of the Government.

H-14. OCI AT THE TASK ORDER LEVEL:

a. OCI / CAAS Possibilities.

It is recognized by the parties hereto that services provided under this contract may include advisory and assistance services and/or provide support in the preparation of specifications and work statements; technical evaluation of other Contractors products and services; preparation of policy and procedures; preparation or review of budgets or budgetary information; surveillance of other contractor's services and work products; and, access to other contractors' proprietary information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4.

It is the intention of the parties that the Contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or, in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. Therefore, the Contractor agrees that it will seek the prior written approval of the Task Order Contracting Officer before participating in any task order that may involve such a conflict.

The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, where the information has been included in Contractor generated work, or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

Whenever performance of this contract requires access to another Contractor's proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example; to provide assistance during technical evaluation of other Contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Task Order Contracting Officer within fifteen (15) calendar days of execution.

The Contractor shall promptly notify the Task Order Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure that proper safeguards exist to guarantee objectivity and to protect the Government's interest.

In the event that a task order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

- (1) Notify the Contracting Officer of a potential conflict, and;
 - (2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict,
- or,
- (3) Present for approval a conflict of interest mitigation plan that will:
 - Describe in detail the task order requirement that creates the potential conflict of interest; and,
 - Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

(4) The Contractor shall not commence work on a task order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

(5) If the Contracting Officer determines that it is in the best interest of the Government to issue a task order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

(6) Conflicts Of Interest Compliance Plan: In the event of a waiver is requested, the Contractor shall submit with his waiver request a Conflicts of Interest (COI) Compliance Plan to the Task Order Contracting Officer for approval. The COI Compliance Plan shall address the Contractor's approach for adhering to the Section H Provision entitled "Organizational Conflicts of Interest (OCI)" and describe its procedures for aggressively self-identifying and resolving both organizational and employee conflicts of interest. The overall purpose of the COI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The COI Compliance Plan shall specifically address:

- how the Contractor will protect confidential, proprietary, or sensitive information;
- preventing the existence of conflicting roles that might bias a contractor's judgment; and,
- preventing an unfair competitive advantage.

Contractors are invited to review Federal Acquisition Regulation Subpart 9.5 "Organizational and Consultant Conflicts of Interest (OCI). " Particular attention is directed to FAR 9.505, 9.505-1, 9.505-2, 9.505-3 and 9.505-4.

b. Avoidance of OCI.

The policy of the government is to avoid contracting with contractors who have unacceptable organizational conflicts of interest as defined in H.12 a.

It is not the intention of the government to foreclose a vendor from a competitive acquisition due to a perceived OCI. The Task Order Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Task Order Contracting Officer. The Task Order Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the government's policy for competition. The government is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the government, or the legitimate business interests of the vendor community.

c. Examples of OCI concerns. These examples in which OCI issues may arise are not all inclusive, but are intended only to help the Task Order Contracting Officer apply general guidance to individual contract and task order situations.

(1) Unequal Access to Information. Access to "nonpublic information" as part of the performance of a government contract could provide the contractor a competitive advantage in a later competition for another government contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the government procurement anticipate the successful vendor may have access to nonpublic information, all vendors should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased Ground Rules. A contractor in the course of performance of a government contract, has in some fashion established a "ground rules" for another government contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluations criteria of a future government procurement. The primary concern of the government in this case is that a contractor so situated could slant key aspects of a procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the government procurement anticipate the successful vendor may be in a position to establish important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of a government contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the government could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the government procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

c. Mitigation plans. The successful contractor will be required to permit a government audit of internal OCI mitigation procedures for verification purposes. The government reserves the right to reject a mitigation plan, if in the opinion of the Task Order Contracting Officer, such a plan is not in the best interests of the government. Additionally, after award the government will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

d. Task Order Level. Ordering offices are responsible for determining and issuing specific OCI restrictions.

H-15. CORPORATE CHANGES:

The Contractor shall provide the Contracting Officer copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolution and changes in personnel policy that effect this contract. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the PCO as soon as possible after such information/status has been disclosed.

H-16. FEDERAL HOLIDAYS

The following days are legally recognized holidays:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	3 rd Monday in January

President's day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th of November
Thanksgiving Day	4 TH Thursday in November
Christmas Day	25 December

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. This list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination regarding applicable paid holidays.

In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by federal statute
- Any other day designated by Executive Order
- Any other day designated by Presidential Proclamation

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, the Contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked, unless stipulated otherwise in Task orders. This provision does not preclude reimbursement for authorized overtime work if applicable.

When the Department of Defense grants excused absence to its employees, the Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Task Order Contracting Officer or the COR. Changes in employee work schedules shall comply with the terms and conditions of the task order, to include payment provisions.

If Government personnel are furloughed, the Contractor shall contact the Task Order Contracting Officer or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event that Government shutdown and/or furloughed Government employees does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the Task Order Contracting Officer. Generally, the following situations apply:

- Contractor personnel that are able to continue task order performance (either on-site or at a site other than their normal workstation), shall continue to work and the task order price shall not be reduced or increased.
- Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.
- Nothing in this section abrogates the rights and responsibilities of the parties relating to "stop work" provision, as cited in other sections of this contract.

H-17. CONTRACTOR STAFF TRAINING:

The contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training of contractor personnel shall be performed by the Contractor at his/her own expense, except:

- When the Government has given prior approval for training to meet special requirements that are peculiar to a particular task order.

- Limited training of Contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.
- The Government will not authorize training for contractor employees to attend seminars, symposia, or user group conferences, unless certified by the Contractor and the COR that attendance is mandatory for the performance of task order requirements. When training is authorized by the task order Contracting Officer in writing under the conditions set forth above, the Government will reimburse the Contractor for tuition, travel, and per diem, if required.
- For Firm Fixed Price: Training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping Contractor personnel abreast of advances in the state-of-the-art, or for training Contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

H-18. WORK ON A GOVERNMENT INSTALLATION:

In performing work under this contract on a Government installation or in a Government building, the Contractor shall fully comply with local military installation, city, state and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract. Specifically, the Contractor shall:

- conform to the specific safety requirements established by this contract;
- the Contractor and his/her employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, sanitation, severe weather, admission to the installation, conduct not directly addressed in this contract;
- take all reasonable steps and precautions to prevent accidents and preserve the life and health of Government and Contractor personnel connected in any way with performance under this contract; and,
- take such additional immediate precautions as the Contracting Officer, COR or Task Monitor may reasonable require for safety and accident prevention purposes.

H-19. TASK ORDER PLAN

The Contractor shall submit a Task Order Plan (TOP) in response to TORs. The TOP shall include the contractor's approach to satisfying the TOR requirements and pricing per this Section H. Assumptions, risk, risk mitigation plans, OCI and Task Order Management shall also be addressed in each response.

Contract-Level and Task Order Management. The contractor shall manage Task Orders using Performance Based Service Contracting (PBSC) techniques to the greatest extent possible.

- Contract-Level Program Management. The contractor shall provide technical and functional program management necessary for the management of the staff assistance services provided. Productivity and management methods such as Quality Control, Configuration Management, Work Breakdown Structuring, and Human Engineering at the task order level shall be developed and provided to the Task Monitor (TM) by the contractor. The contractor shall provide the centralized administrative, clerical, documentation and related functions.
- TO Management. The contractor shall prepare a TO Management Plan describing the management controls to be employed to meet the cost, performance and schedule requirements throughout TO execution. The contractor shall provide a monthly status report monitoring the quality control and security management applied to the TO as appropriate.

H-20. UNIQUE ITEM IDENTIFICATION AND EVALUATION:

As of 1 January 2004, all DoD contracts are required to include a clause mandating the bar-coding of all material delivered under DoD contracts. The purpose of UID is so that the Government will have the ability to know the quantity, location, condition, and value of assets it owns; safeguard its assets from physical deterioration, theft, loss, or mismanagement; prevent unnecessary storage and maintenance costs or unnecessary purchase of items already on hand; and determine the full costs of Government programs that use these assets. The clause 252.211-7003, is included in full text in Section I of this document. Information on the Department of Defense unique item identification can be found on the DoD web site at <http://www.acq.osd.mil/uid>.

H-21. ADDITION OF CLAUSES AT THE TASK ORDER LEVEL: Clauses may be added at the Task Order level in so much that they do not conflict with clauses included in the basic contract. For example, Option clauses 52.217-8 titled Option to Extend Services and 52.217-9 titled Option to Extend the Term of the Contract may be included and tailored at the task order level.

H-22. SAMPLE PROVISIONS: The following are sample provisions that may be tailored and included at the task order level.

a. Nondisclosure of Sensitive and/or Proprietary Data:

The Contractor recognizes that in the performance of this task order, it may receive or have access to certain sensitive information, including information provided on a proprietary basis by equipment manufacturers and other public or private entities. The Contractor agrees to use and examine this information exclusively in the performance of this task order and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements.

The Contractor agrees to indoctrinate its personnel who have access to sensitive information and the relationship under which the Contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the Task Monitor for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

Sample:

DEPARTMENT OF THE ARMY
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES
TASK ORDER NUMBER _____

I, _____, as an employee of _____,
a Contractor acting under contract to the Department of the Army, list agency/office in administering an unclassified and/or classified system support for cognizant _____, pursuant to contract _____, agree not to disclose to any individual business entity or anyone within _____, or outside of the company who has not signed a Nondisclosure Agreement for the purposes of performing this contract: any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such

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information for my own use or to release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(Signature of Contractor Employee)

Date

(Contractor)

(Employee Telephone No.)

The Contractor further agrees to sign an agreement to this effect with other contractors, and other private or public entities providing proprietary data for performance under this task order. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated Contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the Task Order Contracting Officer. These agreements shall be signed prior to work commencing. In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of this task order. The Contractor shall discuss and attempt to resolve any problems between the Contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner and furnish to the Task Order Contracting Officer copies of communications between the Contractor and associate Contractor(s) relative to contract performance. Further, the close interchange between Contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Task Order Contracting Officer.

Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support Contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the Contracting Officer.

List designated Contractors:

All Government-designated Contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the Contractor, and the nondisclosure agreements shall be signed before work commences.

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b. SAVINGS CLAUSE - COST REDUCTIONS FOR REPETITIVE HIGH-DOLLAR VALUE REQUIREMENTS:

The Government is seeking Contractors to identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in the cost to the Government. For task order for repetitive high-dollar value requirements with a period of performance (inclusive of options) that extends beyond a 12 month period, the Contractor agrees to the maximum extent practicable to reduce the price for services performed under each subsequent year by at least:

Percentage reductions from base period or price from previous year:

_____ 1st Option Year
_____ 2nd Option Year
_____ 3rd Option Year
_____ 4th Option Year

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Section L - Instructions, Conditions and Notices to Bidders

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

L-1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>PROVISION NUMBER</u>	<u>PROVISION TITLE</u>	<u>DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION	JAN 2004
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN 2003
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.216-1	TYPE OF CONTRACT <i>Indefinite Delivery/Indefinite Quantity arrangement with specific contract type determined at the Task Order level</i>	APR 1984
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.216-28	MULTIPLE AWARDS FOR ADVISORY AND ASSISTANCE SERVICES	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.233-2	SERVICE OF PROTEST	AUG 1996
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDING, EQUIPMENT AND VEGETATION	APR 1984

L-2. DoD FAR SUPPLEMENT (DFARS) PROVISION INCORPORATED BY REFERENCE

<u>PROVISION NUMBER</u>	<u>PROVISION TITLE</u>	<u>DATE</u>
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG 1999
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A	NOV 2003
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN 1995

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L-3 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408. As soon as practicable after agreement on price, but before contract award (except for un-priced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Army Contracting Agency
Southern Region Contracting Center – East

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Attn: SFCA-SR-CC-E, Mr. Heven Ford Jr, Contracting Officer
1301 Anderson Way SW, B-131
Fort McPherson, GA 30330-1096

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FEDERAL ACQUISITION REGULATION

<http://farsite.hill.af.mil/VFFARA.HTM>

<http://www.arnet.gov/far/>

DEFENSE FEDERAL ACQUISITION REGULATION

<http://www.acq.osd.mil/dpap/>

(End of Provision)

LOCAL PROVISIONS

ACA AI 5152.233-9000 ARMY CONTRACTING AGENCY EXECUTIVE LEVEL AGENCY PROTEST PROGRAM

(a) This contract is eligible for the HQ, Army Contracting Agency (ACA) Executive-Level Agency Protest (ELAP) program, as an alternative to the usual provisions applicable for Agency protests under FAR 33.103. An ELAP is a "PROTEST TO THE AGENCY," within the meaning of FAR 33.103. The ELAP is intended to encourage interested parties to seek resolution of their concerns within ACA, rather than filing a protest with the General Accounting Office (GAO) or other external forum. After an interested party files an ELAP protest on an ACA procurement to HQ, ACA and while that protest is pending, the protester agrees not to file a protest with the GAO or other external forum. If a protest is filed with an external forum on the same solicitation as the ACA ELAP protest, the ACA, ELAP protest will be dismissed. A party wishing to file an agency protest may either file a normal agency protest where the resolution is made at the contracting officer's level; or, in the alternative, file an ELAP protest, where resolution is made at HQ, ACA.

(b) An interested party may file a written protest to the Agency under the Executive-Level Agency Protest program for contract solicitations arising and performed within the continental United States. Such Executive-Level Agency protests are limited to objections to any of the following:

- (1) A solicitation or other request by an agency for offers for a contract for the procurement of property or services.
- (2) The cancellation of the solicitation or other request.
- (3) An award or proposed award of the contract.

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(4) A termination or cancellation of an award of the contract, if the written objection contains an allegation that the termination or cancellation is based in whole or in part on improprieties concerning the award of the contract.

(c) Voluntary Automatic Stay. This clause describes the circumstances under which the ACA voluntarily agrees to stay performance of a contract in consideration of a decision by an interested party to file an Army Contracting Agency (ACA) Executive Level Agency Protest (ELAP), as permitted by FAR 33.103(f)(4).

(1) In a standard post-award agency protest, the agency must not proceed with contract performance, pending resolution of the protest. This is known as an “automatic stay” and it mirrors the stay required under a timely post-award protest to the General Accounting Office (GAO) under 31 U.S. Code 3553(c) and FAR 33.104(c) (a “Competition in Contracting Act (CICA) Stay”). However, if the agency determines that performance must proceed, based upon the criteria set forth in FAR 33.103(f)(1), the automatic stay may be overridden. This is known as an automatic stay “override.”

(2) The CICA stay applies only if the GAO protest is filed within 10 days from notice of award, or within 5 days of a required debriefing. A firm may file an agency protest and, if it is dissatisfied with the agency’s protest decision, may wish to file a follow-on GAO protest. Under normal circumstances, a protester that goes to the GAO after receiving an adverse agency decision will find that the GAO may take jurisdiction and actually render a recommendation, but that the CICA Stay no longer applies.

(3) The ACA voluntarily agrees to stay performance of a contract when an interested party files a timely protest under the ELAP Program. Should the interested party disagree with the ACA’s resolution of an ELAP protest, it may utilize another protest forum without prejudice. The ELAP Voluntary Automatic Stay extends the protester’s right to preserve the status quo pending resolution of all protests with respect to a particular contract action. In return for the protester’s initially filing its protest as an ELAP instead of with the GAO, the contracting officer agrees that, if the protester ultimately disagrees with the ELAP decision and files a GAO protest, the agency will agree not to proceed with performance just as it would have done if the protester had filed its protest with the GAO right from the start. This means that in an ELAP protest, the agency may override the stay under the same standards and circumstances as would have applied if the protest had originally been filed with the GAO. Nothing in this clause adversely affects an interested party’s rights to protest a contract action to the GAO, or to seek other relief related to the action.

(d) An Executive-Level Agency protest may be filed with the Contracting Officer designated in paragraph (g) of this clause for resolution of protests, or, with the ACA Chief Counsel at HQ, ACA at, 5109 Leesburg Pike, Suite 302, Falls Church, VA 22041-3201.

(e) For the purpose of filing an ELAP protest, an interested party means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. The ACA Chief Counsel is the ELAP Protest Decision Authority.

(f) An ELAP protest must include the protester’s name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer’s name; a detailed statement of all legal and factual grounds for protest (mere disagreement with the decisions of contracting officers does not constitute grounds for protest), including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protester and must state it is an ACA Executive-Level Agency Protest.

(g) Executive-Level Agency Protests, as defined in FAR 33.101, may be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from ACA Southern Region Contracting Center-East, 1301 Anderson Way SW, Fort McPherson, Georgia 30330-1096.

L-5. GENERAL PROVISIONS

a. GENERAL

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In order for proposals to receive full consideration for award, offerors should ensure that the information furnished in support of the proposal is factual, accurate, and complete. Failure to provide the information requested by this RFP may render the offeror's proposal incomplete and ineligible for further consideration for award.

b. DISCLOSURE OF PROPOSAL

Information contained in the offeror's technical/management or price proposal must be released under the Freedom of Information Act (5 U.S.C. 552) upon request from the public except to the extent it contains trade secrets and privileged or confidential commercial or financial information. See FAR 52.215-1 regarding restriction on disclosure and use of the data.

c. CERTIFICATION OF CURRENT COST OR PRICING DATA

The Contractor shall provide a Certificate of Current Cost or Pricing Data when and if requested by the Contracting Officer.

L-6 PROPOSAL SUBMISSION/FORMAT

Each offeror's proposal shall be submitted as set forth below and all information shall be confined to the appropriate part to facilitate independent evaluation. Proposals which do not follow these guidelines or which do not include the requested minimum information may be eliminated from further consideration for award. The overall proposal shall consist of five physically separated and detachable parts, entitled:

	<u>Original</u>	<u>Copies</u>
• Volume I - RFP Documents	1	1
• Volume II – Technical Approach	1	3
• Volume III – Past Performance Proposal	1	3
• Volume IV - Price/Cost Proposal	1	3

a. Proposal Submission. The proposal shall be submitted in separate volumes as delineated above. In addition to the hard copy submission, the offerors shall submit one set on CD ROM using MS Word 2000 format for Volumes I, II, and III; and a separate set of CD ROMs using MS Excel 2000 format for Part IV. All originals and all copies shall be provided no later than the date and time set for receipt of proposals.

b. Proposal Format. Offeror shall submit each volume of their proposal as noted above in a three-ring loose-leaf binder, provided in the number of copies indicated. Separate sections of the binder shall be tabbed for ease of identification. Offerors shall attach a binder cover sheet to the outer cover of each part identifying:

- volume number
- copy number
- request for proposal number
- date of submission; and,
- offeror's name

All written proposals shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped) and shall be in a legible font size (12). Information printed on charts and graphs may be a smaller font; however, the information shall be legible. All pages of each proposal shall be appropriately numbered, and be identified with the solicitation number. For ease of reference, consecutive page numbering with tabs is requested. Only Part V, the price/cost proposal, shall contain price/cost information. All other proposal parts shall be void of price/cost information. A page, for purposes of this request for proposal (RFP), is defined as one side of standard 8 1/2" x 11" paper, font size

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(12), proportional spacing permissible, 1 inch margin all sides, single spaced. Any charts or graphs must be clearly legible, regardless of font size. Foldouts are permissible; however, each 8 1/2 x 11 fold will count as a page. All pages shall be numbered. The Offeror should apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e) "Restriction on Disclosure and Use of Data," and FAR 3.104-4 "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

Tabs will not be included in page count limitations.

c. Offerors shall propose the entire Statement of Work. Title page, table of contents, list of figures, list of tables, and list of acronym definitions are not included in the stated page limitations. Copies of the proposal volumes shall be numbered in sequence; i.e., copy 1 of 4 copies, etc. All proposal volumes shall be unclassified. Offerors are advised that proposals submitted that exceed the referenced page number limit requested will not be evaluated beyond the limits identified herein.

d. Volume II – Technical Approach is limited to 60 pages total. This excludes any attached charts, matrices, or graphs. This volume will be divided into two (2) Sections – Section A, Management Capability; and Section B, Staffing Approach. Section A is limited to 20 pages total. Section B is limited to 40 pages total.

e. Volume III – Past Performance Proposal is limited to 20 pages. Past Performance Questionnaires/Surveys responses are not included in the 20-page limit.

f. If revised proposals are requested, all proposal revisions shall be submitted on colored paper as page changes with each page identified by date and page number. Revised pages shall be printed on one side and punched with a 3-hole punch along the left margin. The number of revised copies to be submitted is the same as the initial proposal, unless instructed otherwise in the request for revised proposals.

L-7 PROPOSAL CONTENT

a. Volume I – RFP Documents

Part I should be clearly marked "**VOLUME I - RFP DOCUMENTS, RFP _____.**" Documents shall contain the signed original of all documents requiring signature of the offeror. This includes the Standard Form (SF) 33. Offerors are cautioned that the SF 33 must contain an original signature in Block 17 of the form. Each offeror shall complete (fill-ins and signatures) and submit the original as stated below. An authorized official of the firm shall sign the offer and all certifications requiring original signature. Volume I shall include the following information:

1. Section A – Standard Form 33, Solicitation Offer and Award. Acknowledgment of Amendments can be made on the face of the SF 33 or signed copies of the amendments can be included in this Section.

2. Section H- Uncompensated Overtime Information.

3. Section K – Representations, Certifications, and Other Statements of Offerors.

4. Executive Summary – Provide an executive summary that introduces the contractor team and proposal submission, to include a list of team members and subcontractors and the services they are designated to provide.

5. General Information - Identification of the proposal point of contact (POC) and phone number; a list of the proposal package contents; name of the Contractors cognizant Defense Contract Audit Agency (DCAA) office, DCAA POC and phone number; and, information regarding the status of various system reviews should also be addressed (whether there are approved accounting systems, purchasing systems, estimating systems etc).

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b. **Volume II – Technical Approach (Management Capability and Staffing Approach Proposal)**

Volume II shall be clearly marked “**VOLUME II – TECHNICAL PROPOSAL, RFP _____**”. The Volume will be divided into two sections: Section A, Management Capability and Section B, Staffing Approach Volume II shall have no pricing information included. Section A is limited to 20 pages. Section B is limited to 40 pages.

1. Section A, Management Capability proposal, as a minimum, must address the following sub-factors:

i. Contractor/Team Capability:

- Organizational Structure and Communication Approach: Outline your proposed organizational structure. Explain the role of each team member/subcontractor/consultant, etc., as applicable. The offeror should describe its process for managing and controlling the team members, to include the subcontractors. Discuss how reporting and review requirements will be imposed. Discuss internal and external communications. Internal communications is communications among the team, to include project teams for each task order. External communications is communications with the Government, to include each task order. Address your approach to ensure effective lines of authority. Discuss how evolving technology, programmatic, and cost/price information will flow through the organization and management structure.
- Team Structure - Describe your team structure (to include utilization of subcontractors), the work/work area allocated to each team member.
- Management Controls: The offeror shall fully describe the management control system that will be used to:
 - effectively plan and control resources
 - account for and collect costs for separate task orders
 - accomplish multiple and complex tasks and/or task orders simultaneously
- Processes and Procedures: Discuss the processes and procedures you will employ to manage workflow and work performance. This also includes implementing management controls to provide early visibility/resolution for project management, technical, cost, schedule problems, defining the contract work, assigning responsibility, determining staffing levels and labor mix, performing special requirements, and providing appropriate detailed cost and schedule data to contract management and to the Government Property control of material management process shall be presented.
- OCI: The offeror shall present a plan, which details how he will ensure compliance with the Organizational Conflict of Interest clause in Section H. The plan should clearly identify a credible and concrete mechanism for identifying, avoiding, neutralizing, or mitigating actual or potential conflicts. The plan should clearly present the firm’s review process for evaluating the proposed mitigation plan. If an OCI is identified, it is the Government’s expectation that the first core support elements will not be proposed to be replaced by other organizational assets as a method of resolving conflicts.
- Discuss any innovations you plan to employ and the value added/benefit contemplated.
- Discuss and list information, materials, equipment, property, facilities, etc. that you require the Government to provide. Include the impact (e.g., cost, schedule, performance) should the Government not be able to provide the required information, materials, equipment, property, facilities, etc.

- Provide any other explanations or supporting data (matrix, charts, or other graphics) determined necessary for the Government to fully understand the offeror's methodology and approach.

ii. Contractor/ Team Experience:

- Provide information regarding experience you have gained that will enable you to successfully execute the proposed approach and satisfy the requirements of the Statement of Work.
- Discuss the relevance of the experience in terms of nature, size, complexity and duration as compared to the Statement of Work.
- Experience should be discussed for all team members/subcontractors proposed to support each sample task order. If your experience is limited, or if it is dated (other than the last five years), describe why you feel it is still relevant.

2. Section B, Staffing Approach, as a minimum, must address the following :

(1) Submit a staffing plan that identifies the staffing proposed to support each Sample Task Order. Discuss the methodology used for determining the type of personnel your company has. The methodology should address the knowledge, skills, education, and experience the personnel possess. Explain how much time will be required for personnel to start work. Explain how the personnel proposed support your approach to satisfying the Statement of Work.

(2) Describe offerors ability to recruit, hire and manage personnel. Describe the methods used to hire personnel from the local area specified in the Sample Task Orders

(3) The staffing plan shall include the procedures that will be used to establish and retain a workforce sufficient to satisfy the requirements of the Statement of Work. As a minimum, the plan shall address: scope, responsibilities, policies, termination procedures, hiring procedures, compensation policies, to include, but not limited to: overtime, uncompensated overtime or effort, temporary duty, travel, per diem, remote location allowances, leave, compensatory time, sick leave, health benefits, bonuses, severance pay, incentive pay, educational assistance and other policies. The offeror should discuss how it will accommodate fluctuating workloads, minimize turnover, and retain qualified experienced personnel. The offeror's proposal must demonstrate the capability to meet, sustain, and grow the personnel resources required to successfully perform the Statement of Work. The offeror must describe his approach to: (a) obtain or hire and retain the necessary qualified personnel with the background knowledge, skills, experience and training to successfully execute the goals outlined in the Statement of Work and (b) grow quality employees that successfully take on more responsibility and satisfy the customer (preventing complacency and/or stagnation. Innovative organizational and teaming arrangements will be considered in the evaluation. For a Teaming Agreement in which the Prime has less than three (3) years existence, the prime shall demonstrate its potential through a combination of information on the individual participants and a representation of how the proposed plan meets or exceeds each participant's existing employment and compensation policies, plans, and benefits.

(4) Provide a list of labor categories deemed necessary to perform the Statement of Work. This list of labor categories should be a subset of the labor categories that will be incorporated into Section J, Attachment ____.

(5) Discuss cross training and cross-utilization of personnel and the impact/benefit that may result. Discuss your approach to managing workload fluctuations (surge) and to ensuring the ability to maintain the required personnel to satisfy the Statement of Work.

c. **VOLUME III- Past Performance Proposal**

Volume III should be clearly marked “**VOLUME III - PAST PERFORMANCE PROPOSAL, RFP**_____.” The offeror’s submission of Past Performance shall be in accordance with the following format.

i. Past Performance References:

(1) The Offeror shall describe his record of past performance with programs of similar type, size and complexity to those contained in the Statement of Work (to include subcontractor and/or teaming arrangement participants that are depicted to be key to the offeror satisfying the Statement of Work. Submit information presently active or completed within the past five years that the Offeror considers relevant in demonstrating its ability to perform the proposed effort. This information shall include data on efforts performed by other divisions, corporate management, critical subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.

(2) Past performance information is limited to 100 pages exclusive of past performance questionnaires. It is incumbent upon the contractor to present the past performance information in such a manner and in sufficient detail to ensure the Government clearly understands the information provided.

(3) Explain the aspects of the contracts that are deemed relevant to the proposed effort and include a discussion of significant achievements or explain past problems considered to be relevant to the proposed efforts, as well as past efforts to identify and manage program/project risk. In describing contractual effort and the past performance, include specific details of performance as follows:

- performance (actual performance versus required performance);
- actual quality or reliability versus specified levels or standards;
- management performance in meeting program schedules and milestones;
- management of personnel;
- quality management and process improvement;
- cost control;
- organizational conflict of interest;
- conformance to the terms and conditions of the contract;
- responses to technical direction;
- customer satisfaction; and,
- achievement of small business and small disadvantaged business subcontracting goals.

(4) The discussion should include “lessons learned” or a description of any corrective action taken to prevent recurrence of past performance listed and considered substandard. Include a narration of how the past experience may benefit performance of this contract. The Offeror may, in the experience portion of the technical proposal, cross-reference performance details, which were highlighted in the Past Performance volume.

ii. Documentation Format:

(1) Past Performance References: Past performance information shall be presented in the following format. The contractor is encouraged to ensure the information provided is current. Data that is not current or references that can no longer be reached will be discarded and not considered.

- a) Name of Contracting Activity that awarded the contract
- b) Contract Number and Period of Performance
- c) Contract Type (i.e. Firm-Fixed Price, Cost Plus-Award Fee, etc.)
- d) Total Contract Value
- e) Name of the Contracting Officer, to include Phone Number and Email address
- f) Name of Contract Administrator, to include Phone Number and Email address
- g) List of Major Subcontractors
- h) Brief history of the work performed on each reference given
- i) Discuss how offeror determined that referenced experience is relevant to the task areas of the Statement of Work

- j) Name/organization/position and phone number of knowledgeable individual who can be queried by Government evaluators.

(2) Matrix of Past Performance to Statement of Work: Submit a table that cross-references the past performance references to the Statement of Work and the proposed Statement Of Work. In the event an Offeror has no relevant past experience, offerors may submit past performance information for the key personnel proposed, major subcontractors included in the proposed team, work performed as part of a team or joint venture, and other reincarnations of its current organization. Offerors are also required to submit information concerning problems and/or situations impacting performance on each contract listed for any contracts that did not/do not meet original requirements and corrective actions taken to avoid recurrences.

iii. Past Performance Questionnaires: The Government has provided at Section J, Attachment ____, a cover letter and questionnaire that the offeror shall submit to the references provided. It is incumbent on the contractor to follow-up and ensure the Government receives the questionnaires in sufficient time to be considered in this evaluation. The offeror may submit questionnaires one time, regardless of the number of teams the offeror is on. The Government will collate the past performance questionnaire responses.

d. **Volume IV- Price/Cost Proposal**

Volume IV should be clearly marked “**VOLUME IV - PRICE PROPOSAL, RFP** _____.”

The Offeror’s price/cost proposal will consist of information in response to the SOW. The Contractor shall clearly explain the basis of price/cost proposed, as well as the pricing matrix, to include the discounts proposed, methodology for application of discounts, pricing of non-labor resources, and pricing of travel. The labor categories and rates proposed should be clearly traceable back to the pricing matrices.

Cost proposals shall be submitted in accordance with FAR 15.408(l) and with FAR 15.403-5. In submitting their proposal, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit percentage information or other data relevant solely to the offeror’s determination of the prices to be offered in the catalog or marketplace.

The format for the cost/price proposal shall be as follows:

- Executive Summary – Tab 1
- Uncompensated Overtime Information – Tab 1a
- Status of Accounting Systems, Purchasing Systems, Rates, and other information – Tab 1b
- Exceptions to Terms and Conditions – Tab 2
- Total Professional Employee Compensation Plan – Tab 3
- Price Matrix (CAP rates) – Tab 4

If files are compressed, they must be self-extracting archives (no software required to decompress). If files contain links, the links must be intact and maintained through all revisions. Additionally, spreadsheets should be easily traceable. None of the files submitted shall have any read/write/password protection. Include all formulas in your spreadsheets and please include any notes deemed necessary to add clarity to the spreadsheets.

The same level of detail required for prime proposals is required of subcontract proposals. The prime contractor shall include evaluations conducted on subcontract proposals relative to all components of the subcontract proposals. Examples of the type of detail required are reasonableness of rates, labor mix, terms and conditions, exceptions or additions, etc. Subcontractor data may be submitted directly to the Government by subcontractors that do not wish to disclose their data to the primes.

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Subcontractors shall provide a copy of their cost/price proposal to their cognizant DCAA office. Their DCAA POCs shall also be provided a copy of the acquisition schedule, and shall be alerted that the Contracting Officer may be in contact with them with requests for information relative to rates, factors, uncompensated overtime, systems reviews, etc.

i. Tab 1 – Executive Summary – The offeror shall include information regarding their pricing methodology in reference to their team make-up.

ii. Tab 1a – Uncompensated Overtime Information – The offer shall include supporting information per FAR 52.237-10.

iii. Tab 1b – Status of Accounting Systems, Purchasing Systems, Rates and other information - The contractor shall discuss the status of the firm's Accounting and Purchasing Systems, Rates and other information necessary to understand the rates proposed in the Pricing Matrix and price/cost provided with each sample task order. The offeror shall include a copy of the last approved Disclosure statement. In the event the firm does not have an approved accounting system, the offeror shall disclose audit findings for audits conducted by Independent parties to test the adequacy of the firms accounting system. The offeror shall disclose any CAS violations and the status of the violation review/remediation.

iv. Tab 2 – Exception to Terms and Conditions. The offeror shall include exceptions to terms and conditions set forth in this solicitation, the remedy sought and the impact if the Government does not concur with the exceptions.

v. Tab 3 – Total Professional Employee Compensation Plan - Self-Explanatory.

vi. Tab 4 – Price Matrices:

(1) The price matrices will be incorporated into the resultant contract. These matrices will be used in the pricing and negotiation of task orders. The price matrices will have CAP rates that reflect the maximum rates that will be paid for each labor category. The Government is expecting significant discounts from the CAP rate on the price matrices on task orders due to services being performed in different locations, and other relevant conditions (e.g., work in a Government provided facility). The price matrices shall include a fully burdened CAP rate. The Price Matrix shall be set up in MS Excel 2000 compatible format. The price matrices should be a listing of all anticipated labor categories that may be used in performance of the Statement of Work. The price matrices format is attached at Section J, Attachment 1.

(2) The price matrices shall include a fully loaded CAP rate (maximum rate that will be charged per labor category for the life of the IDIQ) which shall consider performance for each fiscal year through 2011. CAP rates should include proposed escalation and should be based upon performance at the contemplated place of performance with the highest wage rates. The offeror shall include the wage determination that the wages were based upon (for the Service Contract Act applicable labor categories). The CAP rates shall include questions, shift pay differential and all other considerations that may be required to satisfy requirements hereunder. Matrix shall also include rationale for determining how "cap" rates were developed for each labor category.

(3) The offeror shall include a description of each labor category proposed, to include minimum qualifications and education requirements

(4) The matrices shall be set up as follows:

- Column 1 - Identify any labor categories that may be used in the performance of the Statement of Work
- Column 2 - Indicate whether the labor category is Service Contract Act Exempt - Non-Exempt

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- Column 3 - Identify the Occupation code that the Department of Labor assigns to the Labor categories stated on the Service Contract Act Wage Determination
- Column 4 – Columns (a) thru (f): Fully loaded “cap” labor rates by fiscal year (or calendar based on your firm’s general accounting practices)

Section M - Evaluation Factors for Award

SECTION M
EVALUATION FACTORS FOR AWARD

M-1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

<u>PROVISION NUMBER</u>	<u>PROVISION TITLE</u>	<u>DATE</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M-2. BASIS FOR AWARD:

This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 15 as supplemented. The Government intends to make two (2) sets of multiple awards as a result of this solicitation to the offerors that the Government determines can best satisfy the Work and requirements set forth in the solicitation. Awards will encompass the entire Statement of Work. No partial awards will be made. Offerors must propose to perform all aspects of the Statement of Work. Multiple ID/IQ contracts will be awarded to offerors whose proposals are determined to represent the best value to the Government considering their technical proposal, past performance and price proposal.

Contracts will be awarded to the offerors who are deemed responsible in accordance with the FAR 9.104, as supplemented, whose proposals conform to the solicitation's requirements and are judged, based on the evaluation factors and subfactors, to represent the best value to the government.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical, and cost/price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Government will award no more than the maximum number of contracts deemed necessary to satisfy the requirements of the Statement of Work and provide a competitive base of qualified offerors. A trade-off process will be implemented to determine best value: Technical approach is significantly more important than past performance. Technical Approach and past performance when combined, are significantly more important than price. The maximum number of awards anticipated for this procurement is 7 (seven). The minimum number of awards anticipated is 4 (four). The Government reserves the right to modify the number of awards made considering the level of quality and capability demonstrated in the received.

M-3. EVALUATION APPROACH:

Offerors are hereby notified that NOT all offerors are expected to be selected for award. The Statement of Work establishes the types and kinds of services to be provided under this acquisition.

M-4. EVALUATION FACTORS AND EVALUATION CRITERIA:

The Government will use the criteria set forth below in the evaluation and selection of offers for award. Each proposal will be evaluated on merit, overall value to the Government, and the ability to meet the Statement of Work of the acquisition on the criteria listed herein.

The offeror must submit a proposal that completely addresses all of the requirements listed in Section L and must demonstrate how each requirement will be satisfied. Cursory responses or responses which merely reiterate or reformulate Section L, the Statement of Work, or the solicitation will not be considered as satisfying the

requirements of the RFP or as demonstrating the ability to perform. Unsupported approaches/concepts will result in a degraded rating. Failure to specifically follow proposal submission requirements/direction may result in a degraded rating. Experience, qualifications, capability, and management commitment that clearly demonstrate and support the offeror's claims are essential. The proposal must clearly demonstrate understanding of the contract requirements and the ability to perform the approach proposed. The absence of such evidence will adversely influence the evaluation of the proposal.

Three factors will be used to determine best value. The factors considered herein are Technical Approach, Past Performance, and Price/Cost. Technical Approach is more important than Past Performance. Past Performance is approximately equal to Price. For the purpose of evaluation, Technical Approach and Past Performance when combined, are significantly more important than Price. All factors other than price/cost will be assigned an adjectival rating.

The Price/Cost factor is not a rated factor. Realism is an important consideration in the evaluation of the offeror's proposal. Poor price/cost realism may result in a lower evaluation of the offeror's proposal. Offerors submitting proposals that are so unrealistically high or low as to preclude a reasonable chance of being selected for award may be excluded from the competitive range.

1. **TECHNICAL APPROACH FACTOR** : This factor includes two sub-factors:

a. **STAFFING APPROACH FACTOR**: The offeror's staffing plan proposal will be evaluated to determine the offerors ability to recruit, hire, and manage personnel required to perform the services of the Statement of Work. The staffing plan will be evaluated to determine the offerors ability to retain a workforce sufficient to satisfy the requirements stated in the Statement of Work. The offerors proposed cross training and cross-utilization of personnel, and the impact/benefit that may result, will be evaluated to determine whether the proposed technical solution identified in the SOW is feasible and realistic. The Staffing Approach will be assigned an adjectival rating of Above Satisfactory, Satisfactory, or Unsatisfactory

b. **MANAGEMENT CAPABILITY FACTOR**: The offerors management capability will be evaluated considering two sub-elements; Contractor/Team Capability, and Contractor/Team Experience. The Contractor/Team Capability must outline the proposed organizational structure and explain the role of each team member/subcontractor/consultant, etc., as applicable. The offeror should describe its process for managing and controlling all subcontractors. The offeror shall fully describe the management control system that will be used to effectively plan and control resources, account for and collect costs for separate task orders, and ability to accomplish multiple and complex tasks and/or task orders simultaneously. The processes and procedures employed to manage workflow and work performance will also be evaluated to determine the feasibility of the management capability. The Organizational Conflict (OCI) plan will be evaluated to determine whether the offeror has identified potential OCI concerns as well as a legitimate mitigation plan. The proposed Contractor/Team Experience will be evaluated to determine whether the team possesses the relevant experience in terms of nature, size, complexity and duration as required by the Statement of Work. The Management Capability factor will be assigned an adjectival rating of Above Satisfactory, Satisfactory, or Unsatisfactory.

2. **PAST PERFORMANCE FACTOR**: The offeror's past performance will be evaluated as a measure of the government's confidence in the likelihood of the offeror to successfully perform based on previous and current contract efforts. The Government will assess the recent, relevant performance in accordance with FAR 15.305 for the prime and each significant subcontractor based on services they are proposed to perform. The Government will evaluate: quality of services; timeliness of performance; record of meeting schedules; management of key personnel; and ability to provide quality personnel for the life of the contract; business relations including small business goal achievement and compliance with limitations of subcontracting (when applicable); cost control; effectiveness of internal and external communications; ability to understand and resolve deficiencies in a timely manner with no adverse impact on the mission, program or task; general responsiveness to contract requirements; and, customer satisfaction. A significant achievement, problem, and how the problem was resolved, are considerations that will

impact the overall risk rating. Offerors (to include significant subcontractors) without a record of relevant past performance or for whom no past performance information is available, will not be evaluated favorably or unfavorably on past performance. The past performance proposal will be assigned a risk rating of low, moderate or high. The offeror's and proposed team members' and/or subcontractors' past experience and record of previous performance under similar and related Government contracts over the last five calendar years will be evaluated as an indicator of the offeror's ability to perform the requirements of the SOW.

3. PRICE/COST FACTOR: The offeror's price/cost proposal will be evaluated considering the reasonableness and realism of the pricing matrix provided. The Government will evaluate the reasonableness and realism of the price/cost proposed, as well as the consistency in the application of the proposed price/cost methodology that was employed in the development of the pricing matrix. The discounts proposed, methodology for application of discounts, pricing of non-labor resources, and pricing of travel will be evaluated to assess the offeror's ability to provide the services proposed at the prices/cost proposed. The proposal will be evaluated to determine whether unrealistically low or high labor categories or rates were used.

a. Reasonableness. The techniques and procedures described under FAR 15.404-1(b) will be the primary means of assessing proposal reasonableness. The evaluation techniques described under FAR 15.404-1(c), as determined appropriate, may also be performed in further determining the reasonableness and affordability of the proposal. The offeror's proposal will be reviewed for compliance with the requirements specified in Section L of the RFP.

b. Realism. Cost realism analysis will be performed in accordance with FAR 15.404-1(d). A government calculated most probable cost analysis will be performed in the realism evaluation of the representative sample of labor categories.

c. An offeror's proposal shall represent the offeror's best efforts to respond to the solicitation. Any inconsistency between promised performance and price/cost shall be explained in the proposal. For example, if unique, innovative approaches are the basis for an abnormally low price or cost estimate, the nature of these approaches and their impact on price/cost shall be explained. If an offeror proposes to absorb a portion of price/cost, the offeror must also explain the impact on the proposed price. Any significant inconsistency, left unexplained, will raise a fundamental question of the offeror's understanding of the nature and scope of the work required in the sample task orders, and of the offeror's ability to perform the tasks within the fiscal constraints thereof, and may be cause for rejection of the proposal. The burden of proof for price/cost credibility rests with the offeror. The Price/Cost factor is not assigned a rating; however, an assessment of affordability will be performed.

M-4. AWARD WITHOUT DISCUSSION

THE GOVERNMENT INTENDS TO AWARD ONE OR MORE CONTRACTS BASED ON INITIAL OFFERS, WITHOUT DISCUSSIONS. (See also in this respect, Section L and FAR 52.215-1).

Section J – List of Documents, Exhibits and Other Attachments

Attachment 1: Recommended Labor Categories

Labor Category	Exempt or Non-exempt	Equivalent GS pay wage group (For information Purposes Only; Not a Wage Determination)	Occupation Code (as stated in the Wage Determination of Service Contract Act)
Program Manager	Exempt	GS-15	N/A
Project Manager	Exempt	GS-15	N/A
Senior Technical Consultant	Exempt	GS-14	N/A
Senior Functional Area Expert	Exempt	GS-13	N/A
Mid-level Functional Area Expert	Exempt	GS-12	N/A
Junior Functional Area Expert	Exempt	GS-11	N/A
Staff Planner	Exempt	GS-11	N/A
Technical Specialist/Trainer	Exempt	GS-9	N/A
General Clerk IV *	Non-Exempt	N/A	01118
Computer Operator V *	Non-exempt	N/A	03045

** contractors must propose their desired geographical location as the basis for the wage determination used for ‘cap’ rates for non-exempt labor categories.*

Attachment 2: Price Matrix Format

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4 (a thru f)</i>					
Labor Category	Exempt or Non-exempt	Occupation Code (as stated in the Wage Determination of Service Contract Act)	Loaded Hourly “Cap” rates (FY 07 – FY 12)					
			<small>‘07 (a)</small>	<small>‘08 (b)</small>	<small>‘09 (c)</small>	<small>‘10 (d)</small>	<small>‘11 (e)</small>	<small>‘12 (f)</small>
<i>{Position name}</i>		<i>{ Code here }</i>						